

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION – CINCINNATI

In re: : Case No. 18-13425  
:   
Joshua Jones : Chapter 13  
Amanda Jones :   
Debtor(s) : Judge Hopkins  
:   
: **APPLICATION OF CHAPTER 13**  
: **DEBTOR TO EMPLOY PROFESSIONAL**

Now comes Debtor Joshua Jones (“Debtor”), by and through counsel, and respectfully represents as follows:

The Debtor proposes to retain Brian Flick of Dann Law Firm to represent debtor with regard to a class action claim.

To the best of the debtor(s) knowledge Brian Flick is not currently representing the debtor(s) other than in connection with this case and has no interest adverse to the debtor(s) or his/her estate.

A copy of the fee agreement is attached hereto.

**WHEREFORE**, the Debtor requests that the employment of Brian Flick as counsel for the Debtor in his case be approved and that Brian Flick be authorized to be compensated pursuant to Federal Rule of Bankruptcy Procedure 2016.

Respectfully submitted,

/s/ Nicholas A. Zingarelli (OH-0079110)  
Nicholas A. Zingarelli (OH-0079110)  
ZINGARELLI LAW OFFICE, LLC.  
810 Sycamore Street – Third Floor  
Cincinnati, OH 45202  
Ph: (513) 381-2047  
Fx: (513) 263-9006  
nick@zingarellilaw.com

**NOTICE OF MOTION (20A Notice)**

The Debtor has filed papers with the Court to have an order issued permitting employment of a professional. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)** If you do not want the Court to grant such an order, or if you want the Court to consider your views on the motion, then on or before twenty-one (21) days following the date this notice was sent to you or at the completion of such other timeframe that the Court otherwise orders, you or your attorney must: File with the court a written response to the objection, explaining your position, at: Clerk of Court, U.S. Bankruptcy Court, Atrium Two, Suite 800, 221 East Fourth Street, Cincinnati, Ohio 45202. If you mail your response to the court for filing, you must mail it early enough so that the court will **receive** it on or before the date described above. You must also mail a copy to the following parties: Zingarelli Law Office, LLC, 810 Sycamore St., 3<sup>rd</sup> Floor, Cincinnati, Ohio 45202; Margaret A. Burks,

Chapter 13 Trustee, 600 Vine Street, Suite 2200, Cincinnati, Ohio 45202; and the U.S. Trustee, 36 East Seventh Street, Suite 2030, Cincinnati, Ohio 45202. Additionally, you must attend the hearing on the objection to be scheduled by the Court by future notice. If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Application to Employ Professional was served (i) electronically on the date of filing through the court's ECF System on all ECF participants registered in this case at the email address registered with the court and (ii) by ordinary U.S. mail on February 28, 2019

American Student Assistance 100 Cambridge Street Suite 1600 Boston, MA 02114-2567	Belfast, ME 04915  US BANK PO BOX 5229 CINCINNATI OH 45201-5229	Silver Spring, MD 20910-5673  Midland Funding 2365 Northside Dr., Ste. 300 San Diego, CA 92108-2709
Antero Capital, LLC PO BOX 1931 Burlingame, CA 94011-1931	Financial Management Solutions 9001 Edmonston Rd #20 Greenbelt, MD 20770-1000	Mr. Cooper PO Box 650783 Dallas, TX 75265-0783
CREDITORS BANKRUPTCY SERVICE PO BOX 800849 DALLAS TX 75380-0849	GLHEC & Aff obo GLHEGC PO Box 8961 Madison WI 53708-8961	Nationstar Mortgage LLC d/b/a Mr. Cooper P.O. Box 619094 Dallas, TX 75261-9094
Barclays PO Box 13337 Philadelphia, PA 19101-3337	Great Lakes PO Box 3059 Milwaukee, WI 53201-3059	Navient PO Box 9500 Wilkes Barre, PA 18773-9500
CMRE Financial Services 3075 E. Imperial HWY, Suite 200 Brea, CA 92821-6753	Lisa Conn 10655 Springfield Pike Cincinnati, OH 45215-1120	Ocwen Loan Servicing P.O. Box 24738 West Palm Beach, FL 33416-4738
Columbus Radiology PO Box 713999 Cincinnati, OH 45271-3999	Macy's 9111 Duke Blvd. Mason, OH 45040-8999	One Main Financial PO Box 70911 Charlotte, NC 28272-0911
Commons of Eastgate Unit Owners Assoc. c/o Board of Directors 943 Creek Knoll Drive Milford, OH 45150-1515	Mercy Anderson Hospital 4600 McAuley Place Cincinnati, OH 45242-4733	OneMain P.O. Box 3251 Evansville, IN. 47731-3251
ECMC PO BOX 16408 SAINT PAUL, MN 55116-0408	Mercy Health P.O. Box 740405 Cincinnati, OH 45263-0001	PORTFOLIO RECOVERY ASSOCIATES LLC PO BOX 41067 NORFOLK VA 23541-1067
EMP of Cincinnati, LTD. PO Box 10499	Metro Immediate Primary Care 8484 Georgia Ave ste 100	T MOBILE

C O AMERICAN  
INFOSOURCE LP  
4515 N SANTA FE AVE  
OKLAHOMA CITY OK  
73118-7901

U.S. Bank NA dba Elan  
Financial Services  
Bankruptcy Department

PO Box 108  
St. Louis MO 63166-0108

UC Health  
3200 Burnet Avenue  
Cincinnati, OH 45229-3019

US Department of Education  
PO Box 5609

Greenville, TX 75403-5609

University of Phoenix  
3157 E. Elwood Street  
Phoenix, AZ 85034-7209

Joshua and Amanda Jones  
1077 Kensington Ln.  
Cincinnati, OH 45245-1567

/s/ Nicholas A. Zingarelli (OH-0079110)  
Nicholas A. Zingarelli (OH-0079110)

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In re: : Case No. 18-13425  
:   
Joshua Jones : Chapter 13  
Amanda Jones :   
Debtor(s) : Judge Hopkins  
:   
: **AFFIDAVIT OF ATTORNEY SEEKING**  
: **TO REPRESENT DEBTOR**  
:

STATE OF OHIO, COUNTY OF HAMILTON, SS:

Brian Flick, Esq., being first duly sworn and cautioned, states as follows:

1. I am an attorney admitted to practice law in the State of Ohio. I am an attorney practicing in the law firm of DannLaw which has offices at 2181 Victory Parkway, Suite 101 Cincinnati, Ohio 45206. I am authorized by DannLaw to represent the Debtor(s) in a class action claim.
2. Insofar as I have been able to ascertain, neither I nor my law firm represents any interest, other than as set forth herein, which would be adverse to the interests of the debtor or debtor's estate. The creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee.
3. Based upon the foregoing, I believe that neither I nor my law firm is a disqualified person within the meaning of section 101(14) and section 327 of the United States Bankruptcy Code and Bankruptcy Rule 5002 and 2014.
4. The customary and proposed compensation is set forth in attached Fee Agreement executed by the undersigned affiant.

/s/

Brian Flick

STATE OF OHIO )  
 ) SS  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said county, personally appeared the above named Brian Flick, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Cincinnati, Ohio this 26<sup>th</sup> day of February, 2019.

/s/

Notary Public



Nicholas A. Zingarelli, Attorney At Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Sec. 147.03 R.C.



Illinois | Kentucky | Ohio | New Jersey | New York

\*

### **RETAINER AGREEMENT**

Joshua V. Jones :

By the terms of this Retainer Agreement ("Agreement"), Joshua V. Jones ("Client") retains the law firm of DannLaw ("Attorneys") and any Attorneys DannLaw may retain as Co-Counsel to your matter ("Co-Counsel") to provide legal services and represent the Client, individually, and as the class representative in a class action complaint, Bankruptcy Class Action against UC Health, and other matters related thereto. This Agreement sets forth these terms and replaces all prior agreements entered into between the parties.

In consideration for the services now being rendered, and the services to be rendered, by the Attorneys regarding the settlement or prosecution of the said claims, I hereby agree to the following:

1. I authorize the Attorneys to bring suit and or to negotiate a settlement of my claims on an individual basis or class-wide basis. There will be no charge for services in the prosecution of any of my said claims unless a recovery is made. If a recovery is made, regardless of whether the case is certified by the court as a class action or whether I enter into an individual settlement, I understand and agree that the Attorneys shall be entitled to an award of Attorneys' fees based upon a percentage of the fund created by successful litigation (if there is a class settlement and a class fund is created), based upon a lodestar method, or based upon some other method such as agreement between the parties. I understand that the lodestar method is based upon the time the Attorneys have spent on the case at their hourly rates, which may be increased by a multiplier where appropriate. Regardless of whether the case is certified by the court as a class action or whether I enter into an individual settlement, I authorize the Attorneys to recover Attorneys' fees based upon a lodestar method or any other method authorized by law, to be divided between them as they see fit.

I authorize the Attorneys to associate with other law firms and attorneys in this matter, and share any portion of the Attorneys' fees with those other law firms and attorneys. The fee sharing arrangements will in no way impact my fee obligations, as the total amount of Attorneys' fees will not be increased, but rather the Attorneys will simply be sharing a portion of the fees with the other law firms and attorneys.

In the event settlement is achieved by means of a combination of an initial lump sum payment and future installment payments (such as an annuity or structured settlement or other form of deferred compensation), the Attorneys' fees as to present and future payment shall be paid to the Attorneys at the time of settlement from the initial lump sum payment and shall be computed upon the entire

settlement amount, including the present cash value of said future installment payments.

I understand that Attorneys will file all necessary documentation within my Bankruptcy Case for employment pursuant to Rule 2016 of the Federal Rules of Bankruptcy Procedure and any applicable Local Rule.

2. In addition to the Attorneys' fees stated above, I understand that the Attorneys will advance the costs and expenses incurred in connection with their performance of services, including filing fees, witness and expert fees, fees for court reporters and transcripts, long distance telephone, messenger or overnight delivery services, copying costs, postage, supplies, travel expenses, deposits and other expenses as the Attorneys incur. I authorize the Attorneys to deduct from the amounts collected all of the expenses they have incurred, and all expenses shall be deducted after the Attorneys' fee is calculated regardless of whether the case is certified as a class action.
3. I agree that this retainer agreement also confers upon the Attorneys a lien on any money recovered in any case to assure payment of their fees and expenses. Additionally, I confer upon and grant the Attorneys a "power of attorney" to act in my behalf relative to the said claims with all of the authority and powers provided by law, such as signing my name on legal papers and endorsing my name on negotiable instruments. Said "power of attorney" shall remain in effect for as long as the Attorneys are representing me relative to the said claims.
4. I agree to be the class representative. I understand that means I am willing to sue on my behalf and on behalf of all other people similarly situated. I have discussed with the Attorneys the responsibilities of serving as a class representative, and I understand those responsibilities.
5. The Attorneys have advised me that I should not communicate with anyone regarding this matter without first consulting with them, and the Attorneys are not responsible for whatever transpired in this matter before this date.
6. In the event that Attorneys, after investigation of this case or any time thereafter, determine that it is not feasible to pursue this case to conclusion, Client agrees to release Attorneys from any further responsibility under this contract, and Attorneys agree to release Client from any further responsibility under this contract with the exception of reimbursement of expenses set forth herein.
7. I understand that any recovery I may receive may be subject to turnover to my Bankruptcy Trustee. I understand that I need to consult my Bankruptcy Attorney about how any recovery I may receive may impact my Bankruptcy Case. I understand that DannLaw does not represent me in my Bankruptcy Case.
8. I understand this entire agreement is subject to the Bankruptcy Court's approval pursuant to 11 U.S.C. 105 and Rule 2016 of the Federal Rules of Bankruptcy Procedure. I understand that any settlement due to me and my attorneys is subject to final review and approval by the Bankruptcy Court pursuant to 11 U.S.C. 105 and Rule 9019 of Federal Rules of Bankruptcy Procedure.

Joshua V. Jones , individually, and  
as a class representative in a class action,

By: 

Date: 13 Feb 19

DannLaw

By: 

Marc E. Dann

Co-Counsel Disclosure:

Attorneys and Client agree that pursuant to the terms of the fee agreement, the undersigned attorney(s) ("Co-Counsel") has been retained as co-counsel in this matter. DannLaw and Co-Counsel assume joint responsibility in this case. Division of attorneys' fees shall be based on the following formula: a) The firm originating the client shall be entitled to twenty percent (20%) of the net collected fees; b) The remaining eighty percent (80%) of the fees shall be divided proportionally based lodestar of hours billed by each firm in any particular case.

By: 

Nicholas Zingarelli

Date: 2/13/2019